

The Honorable Ronald B. Leighton

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

SEAN WILSON, individually and on behalf of  
all others similarly situated,

*Plaintiff,*

v.

HUUUGE, INC., a Delaware corporation,

*Defendant.*

Case No. 18-cv-05276-RBL

**DECLARATION OF TODD LOGAN**

NOTE ON MOTION CALENDAR:

August 23, 2020

1 Pursuant to 28 U.S.C. § 1746, I declare and state as follows:

2 1. I am an attorney at Edelson PC, which has been retained to represent Plaintiff in  
3 the above-captioned matter. I am entering this declaration in support of Plaintiff's Unopposed  
4 Motion for Preliminary Approval of Class Action Settlement Agreement.

5 2. I have personal knowledge of the matters stated herein and, if called upon, I could  
6 and would competently testify thereto.

7 3. Public records indicate that the International Social Gaming Association  
8 ("ISGA") hired lobbyists Brent Ludeman, Scott Hazlegrove, and Lisa Thatcher to lobby for  
9 changes to Washington gambling law.

10 4. I understand that in February 2019, the ISGA provided Washington legislators  
11 with draft legislation that, *inter alia*, proposed to change the definition of "thing of value" under  
12 RCW § 9.46.0285.

13 5. In 2019 and 2020, certain proposed Class Counsel met with Washington  
14 legislators in Olympia, Washington, offered written and in-person testimony before the House  
15 Civil Rights & Judiciary Committee, sent correspondence to Senator Mark Mullet, spoke with  
16 press about the ISGA's efforts to change Washington gambling law, and helped more than 100  
17 self-identified social casino users across the country submit letters, via email, to Washington  
18 State Representatives.

19 6. In May 2020, the Parties' settlement talks began in earnest. The Parties agreed to  
20 schedule a mediation session in mid-June with Judge Layn Phillips (ret.) of Phillips ADR.

21 7. Over the following weeks, the Parties were in near-daily communication with the  
22 Phillips ADR team and each other. During this period, Defendant provided Plaintiff with several  
23 sets of detailed transactional data, the Parties exchanged substantive briefing on the core facts,  
24 legal issues, litigation risks, and potential settlement structures, and the Parties supplemented that  
25 briefing with written and telephonic correspondence, mediated by the Phillips ADR team.  
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1           8.       On June 15, 2020, following a full-day mediation session, the Parties still had not  
2 reached an agreement in principle. Instead, the mediation ended with Plaintiff making a last,  
3 best, and final demand set to expire at noon on June 16, 2020. On June 16, 2020, Defendant  
4 accepted that demand.

5           9.       In my professional judgment, when the Parties agreed to this settlement, the  
6 Parties were fully informed on all pertinent issues and capable of assessing the benefits of the  
7 settlement.

8           10.      Over the next two months, the Parties exchanged several rounds of a working  
9 settlement document and supporting exhibits, met and conferred telephonically to discuss the  
10 remaining disputed provisions, and heavily negotiated the form and substance of a notice and  
11 administration plan.

12          11.      On August 21, 2020, the Parties completed execution of the Settlement  
13 Agreement now before the Court.

14          12.      Based on documents I have reviewed in this case, more than one thousand  
15 individuals in Washington have played Huuuge Casino, Billionaire Casino, and Stars Casino (the  
16 “Applications”).

17          13.      Plaintiff has long demonstrated his willingness to vigorously prosecute this case,  
18 including by providing his counsel with relevant documents and testimony, by having his  
19 deposition taken in a related matter, and more broadly by helping raise public awareness about  
20 these cases.

21          14.      Proposed Class Counsel have no conflicts of interest. Proposed Class Counsel  
22 have no financial stake in the Defendant nor any connections to particular class members that  
23 might cause it to privilege certain members over others.

24          15.      Clients represented by Edelson PC first raised the underlying legal theory in these  
25 cases more than five years ago. To my knowledge, no other law firm in the country has ever  
26 pursued similar claims as those raised in these cases.  
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1           16. Over the years, Edelson PC attorneys have represented the interests of the  
2 proposed class not just in the specific bounds of these case dockets, but also in proceedings  
3 before the Washington State Gambling Commission and before the Washington Legislature.

4           17. Proposed Class Counsel are well-qualified and experienced members of the  
5 plaintiffs' bar who together have extensive experience in class actions of similar size, scope, and  
6 complexity to these cases, have frequently been appointed lead class counsel by courts  
7 throughout the country, and have the resources necessary to conduct litigation of this nature.

8           18. In my professional judgment, the most significant risk facing the settlement  
9 class's recovery is a retroactive change in Washington gambling law.

10           19. In my professional judgment, if Plaintiff tried this case to verdict, there would be  
11 subsequent appeals that would likely take years to resolve. In my professional judgment, the  
12 expense and burden associated with litigating this through both trial and appeals militate in favor  
13 of granting preliminary approval.

14           20. Based on the current Plan of Allocation, and on my conversations with proposed  
15 class members in this and other related cases, the recoveries class members stand to receive will  
16 in many instances be life-changing.

17           21. The Parties only agreed to mediate after more than two years of contentious  
18 litigation, including briefing before this Court, and briefing before the Ninth Circuit.

19           22. In my professional judgment, the proposed settlement is fair, reasonable, and  
20 adequate, and in the best interests of the class.

21           23. Based on documents I have reviewed, I estimate that more than 85,000 Player IDs  
22 associated with settlement class members will receive direct notice.

23           24. Attached hereto as Exhibit 1 is a true and accurate copy of the Class Action  
24 Settlement Agreement, entitled "Class Action Settlement Agreement."

25           25. Attached hereto as Exhibit 2 is a true and accurate copy of Edelson PC's Firm  
26 resume, entitled "Edelson PC Firm Resume."

1 I declare under penalty of perjury that the foregoing is true and correct.  
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3 Executed on August 23, 2020 at San Francisco, California.  
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5 /s/ Todd Logan  
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